

**REMARKS**

In response to the office action dated February 24, 2005, applicants respectfully request reconsideration based on the above claim amendments and the following remarks. Applicants respectfully submit that the claims as presented are in condition for allowance.

Formal drawings were filed with the application on August 29, 2000. The Examiner is respectfully requested to acknowledge receipt and acceptance of the drawings as formal.

Applicants would like to thank Examiner Keith Ferguson for agreeing to conduct a telephonic interview on April 4, 2005. Applicants would also like to thank Examiner Ferguson for allowing applicants to discuss the novelty of the present application (and specifically with regard to claim 1) in light of the presently asserted prior art. Although agreement as to exact claim amendments was not reached, applicants' discussion was helpful in facilitating and progressing the prosecution of the present application.

Claims 1-6, 18-20 and 22 were rejected under 35 U.S.C. 103(a) as being unpatentable over U.S. Patent 6,343,123 to Lehmacher *et al.* ("Lehmacher") in view of U.S. Patent 5,946,623 to Spradlin ("Spradlin").

As discussed during the telephone interview, the claims have been amended to clarify that which previously was implicit; namely, the feature of directing a call without requiring a predetermined agreement between a foreign market provider and a home market provider. This amendment further supports the creative and novel solution to avoid the problem created by "roaming" mobile telephones that are outside of their "home" market and at the mercy of a "foreign" market provider to complete a call.

Exemplary embodiments can be understood within the context of a roaming mobile customer who enters a toll-based telephone number (*i.e.*, a call that requires a toll charge) and

hits the “send” button, and the foreign mobile switching center (MSC) who verifies the call with the customer’s home MSC. According to exemplary embodiments, the additional costs levied by the foreign market provider are avoided through a unique series of steps.

First, when the foreign MSC sends a validation request to the home MSC, instead of simply validating the number, the home MSC is set up to return a toll-free number (e.g., an “800” telephone number) to the foreign MSC. Next, instead of simply completing the call, the foreign market provider routes the “800” telephone number back to the home market’s network, as it does with all toll-free numbers. When the home market receives the “800” number, it is set up to recognize that the number is really an attempt by its out-of-market customer to dial the toll-based number. As a result, the home market converts the “800” number to the toll-based number, and completes its customer’s call. Notably, the call is completed by the home market and the only participation by the foreign market is not to complete the call, but to forward a cost free call to the home market’s network.

With all due respect to the contentions in the office action, neither Lehmacher nor Spradlin teaches or even suggests allowing a roaming call to be completed without having to incur costs of the foreign market provider or without requiring a predetermined agreement between the foreign market provider and a home market provider as recited in amended claim 1. Quite to the contrary, column 2, lines 25-34 of Spradlin specifically describes how the foreign market provider makes agreements with the home market provider to complete the call.

When a wireless telecommunications unit is operated in a geographic area outside the area served by its home system, it is typically said to be roaming. In order for roaming to occur, a system in whose geographic area the wireless telecommunications unit is operating, and which is capable of communicating with the unit, **must agree to provide service** to the wireless

telecommunications unit. This agreement may be reached, for example, when the user of the unit attempts to make a call in an area outside the unit's home system. (emphasis added).

As is well known to those in the art, these agreements include costs for distribution and costs to establish the agreements. Moreover, column 13, lines 9-17 of Spradlin specifically describes how the foreign market provider checks the phone's Mobile Identification Number ("MIN") to make sure that the carrier has "agreements" to handle the call.

The routing system checks the MIN against a database including the ranges of MINs of wireless telecommunications systems with which the interexchange carrier has agreements to handle calls from roaming cellular subscribers using the predetermined code to reach a home service location associated with their home telecommunications system. If the MIN falls within these ranges, then the WTU identification information would meet the predetermined criteria

Furthermore, in column 13, lines 41-47 Spradlin discusses that when the foreign market provider cannot validate the MIN, and therefore charge the foreign user, the call is *not* completed. Instead, the foreign market provider (*i.e.*, the "serving system") and the WTU phone are simply notified of this lacking prearrangement.

[i]f the WTU identification information does not meet the predetermined criteria, then . . . the call is returned to the telecommunications system serving the WTU, for example for handling by service personnel or facilities of that telecommunications system.

Therefore, Spradlin teaches away from the presently claimed subject matter by requiring agreements to handle calls from roaming cellular subscribers. As is well known to those skilled in the art, these agreements are commensurate with and allow for the foreign market provider to levy costs on the call made in the foreign market.

For at least these reasons, claim 1 is considered allowable. Claims 18 and 22, as amended, recite similar features as claim 1 and are considered allowable for at least the same reasons. Claims 2-6 and 19-20 depend from claims 1 and 18, respectively, and are considered allowable for at least the same reasons.

Accordingly, applicants respectfully request withdrawal of claims 1-6, 18-20 and 22 under 35 U.S.C. 103(a) over Lehmacher in view of Spradlin.

Claims 7 and 17 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Lehmacher in view of Spradlin as applied to claims 1 and 18 (apparently), and in further view of WO 00/27144 to Valsa *et al.* (“Valsa”). Also, claims 8, 9 and 12-16 were rejected under 35 U.S.C. 103 (a) as being unpatentable over Lehmacher in view of U.S. Patent 6,345,182 to Fabritius *et al.* (“Fabritius”) and Spradlin. Claims 10 and 11 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Lehmacher in view of Fabritius and Spradlin as applied to claim 8 and in further view of U.S. Publication 2003/0185373 to Boughman *et al.* (“Boughman”). Finally, claim 21 stands rejected under 35 U.S.C. 103 (a) as being unpatentable over Lehmacher in view of Spradlin as applied to claim 18, in further view of U.S. Publication 2004/0005874 to Malackowski *et al.* (“Malackowski”).

For the same reasons discussed above with respect to the rejection of claims 1-6, 18-20 and 22 under 35 U.S.C. 103(a) over Lehmacher in view of Spradlin, applicants respectfully request withdrawal of claims 7-9, 10-17 and 21 with respect to the above cited rejections.

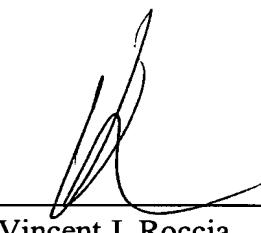
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**Office Action Dated: February 24, 2005**

**PATENT**

### **CONCLUSION**

In view of the foregoing, applicants respectfully submit that the claims are allowable and that the present application is in condition for allowance. Reconsideration of the application and an early Notice of Allowance are respectfully requested. In the event that the Examiner cannot allow the present application for any reason, the Examiner is encouraged to contact the undersigned attorney, Vincent J. Roccia at (215) 564-8946, to discuss resolution of any remaining issues.

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